

Appendix 2

Significant points from the statement of Mr. Geoffrey Goad

- Causeway Farm was purchased in 1983, and was farmland and operated as a dairy farm at this time
- An agreement was entered into with Butser Turf and Timber from 1984 to 1992, giving them exclusive possession of Causeway Farm and allowing them to take turf as and when they wished
- In 1988 an application was submitted to East Hampshire District council for a golf course and houses to be built on Causeway Farm, with further applications in 1991
- In September 1990 outline planning permission was secured on land to the rear of 108 The Causeway for a single dwelling; the plot was sold to the applicant, who built a property on it
- The 'site' was proposed for residential allocation in September 1993
- The land was left fallow between 1992 and 1995 as the owners wished to have the land vacant because planning permission was expected
- In July 1995, Mr. Goad was concerned about the applicant encroaching on to the Land, and Mr. Haines acknowledged he did not intend to enclose or encroach with a view to adverse possession on any of Mr. Goad's land in May 1996
- A tenancy agreement was entered into with Mr. H. Keet in November 1995 to use Causeway Farm for grazing, granting an exclusive right to occupy the whole of the Farm, and covenanting not to allow any trespass on the Land – clause 5(a) of the agreement
- Between 1996 and 2003 further grazing licences were granted, with breaks, to stop tenants establishing tenancies
- In 2001 Causeway Farm cordoned off in connection with foot and mouth disease – rendering all public rights of way, including Footpath 38, closed from 28th February to 9th June
- Entered into a tenancy agreement with Mr. E. Keet to use the land for grazing in September 2003, this reviewed in October 2004, and October 2005 – the agreement on the same basis as that with Mr. H. Keet above
- Notices were put up in about 2003 to 2005 reading '*Please Note this is not a public footpath. Access may at times be prohibited especially when horses and other livestock are in the fields. Thank you for your cooperation*' – photographs are provided
- At about this time, the fences were vandalised and horses were escaping – photographs of damaged posts and police tape are provided
- In November 2006 entered into an agreement with Tom Price of a Business Tenancy of Causeway Farm – agreement requires at clause 4.5 that Mr. Price take '*all reasonable steps to prevent acts of trespass on the Holding and to prevent new footpaths or other easements or rights of way being acquired over the Holding*'
- Grazing rents paid and provides evidence for 1997 and 2005 to 2009
- Made aware of village green application in June 2010

- On 15th June 2010 Mr. Goad visited Causeway Farm and noticed that fencing posts were still visible over about 240 feet beside the Hangers Way, although they had been knocked over – photographs and notes taken at the time are provided
- Causeway Farm has been the subject of an agreement with Mr. E. Black since July 2011
- Mr. Goad notes from the evidence that Mr. Watkinson confirms an attempt to prevent access to the Land 2 or 3 years ago, and that Mr. Morrison confirms that a barbed wire fence was erected along the line of the public footpath 7 or 8 years ago – he notes that no other witness provides evidence of this, despite some of them claiming to use the land every day
- Mr. Goad also disputes some evidence, relating to fishing on the Land, the easiest places to pick blackberries, and the annual bonfire party
- He states that he visits Causeway Farm at least once a month and has done so since 1983, and has not witnessed anyone carrying out the activities they describe, though has occasionally seen children and people cycling on the public footpath, which is used by residents of Broadway Park Homes to reach Petersfield town
- An archery contest that Mr. Goad allowed to be held on Causeway Farm about 10 to 15 years ago was not on the Land that is the subject of the application